

EXHIBIT K

SHAREHOLDER LOAN AGREEMENT

This agreement entered by and between David W. Elkin ("Shareholder") and US MobilComm, Inc. ("USM") as of September 1, 1995.

Whereas, USM may from time to time be in need of capital; and

Whereas, Shareholder may from time to time agree to lend capital to USM upon the following terms and conditions.

Now, Therefore, in consideration for the mutual covenants and promises contained herein, the parties agree as follows.

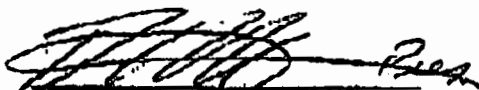
Shareholder shall be under no obligation to provide loans to USM.

Any and all funds provided by Shareholder to or on behalf of USM in excess of \$420,000 shall be provided as a loan by Shareholder to USM.

Any and all such loans shall be made on an open account basis without interest being charged to USM.

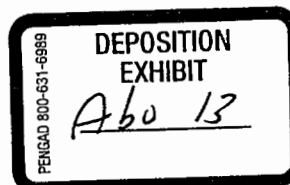
The Shareholder Loans shall be repaid by USM to Shareholder prior to any distributions being made on account of equity contributions made to the company.

US MOBILCOMM, INC.


David W. Elkin, President

SHAREHOLDER


DAVID W. ELKIN



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EXHIBIT L

Jeff Norman,

In preparation for a transaction there are several items which need to be resolved. I will attempt to present the areas of consideration in this letter together with my current thoughts on resolving them.

1. Your Capital Contribution Deficit. Approximately 85% of the capital invested in the company has been mine. You initially wire transferred \$196,000 on 6/2, 1994. Additionally you paid \$4,000 individually to one of our licensees and we have accounted for additional direct expenses by you in the amount of \$ 14,000. Thus the total accountable investment which you made to date is

\$ 214,000

You withdrew from the corporation the total amount of \$ 53,600. In addition the company paid excess rent in the amount of \$ 5600 for the office at 805 Third Avenue pursuant to our agreement on that matter. 53,600 - 5600 = 48,000

While you have stated that you have spent a lot of funds in addition to the above we have never received an accounting of such amounts. You were asked on numerous occasions during 1996 for a full and complete accounting of your investment so that our 1995 corporate tax return could be filed. When you did not produce the accounting you were credited with the amount of \$14,000 so that we could complete our tax return. 7000 + 5600 = 12600 1995

You thus have a shortfall of approximately \$100,000 in your account. I informed you several weeks ago of the need for additional capital to pay certain outstanding amounts in preparation for the potential transaction with Centennial. On May 22 1994 you were sent wire instructions. No further payments by you have been made.

Compensation For Running The Business. For quite some time I have been running the business alone. From the outset I stated that appropriate adjustments would be made if there came a time that you were no longer involved in actively running the business. To be conservative I will use November 1, 1996 as the date I began running the business alone. August

Outstanding Payment to Baker McKenzie.

Last Nov we received a bill from Baker McKenzie in the amount of 16,278 \$16,000. This include rent plus telephone charges and other items.

Regarding telephone charges the company does not pay for personal calls. From the onset of the Company Rick Shorin has done an allocation of my personal versus business calls and I have paid

EXHIBIT

Norman

form personal calls separately. Rick Shorin asked you on several occasions for copies of the Baker McKenzie phone bills so that an allocation of the calls for you and Tommy could be made. Rick was told by you that such bills were not available from Baker. Notwithstanding your comment, last fall Rick personally asked Baker for a copy of the bills and had no problem receiving it.

A general review of those bills raises a lot of questions as to a lot of the calls made. In addition, I compared our long distance charges to those from New York. The charges are, to say the least, suspect.

In addition, you were informed in May or June of 1996 that USM was going to cease having a New York office. In deference to your relationship with Ben I told you to take care of it. Notwithstanding, it is my understanding that nothing was done in this regard until late summer of 1996 and we have bills as late as October,

Jeff, at this time I am proposing that you handle settling whatever amounts are owed to Baker McKenzie. In return I will agree to treat any contributions by me in excess of 3 times your investment as a loan to the company to be repaid from the first funds available. Assuming that a transaction is consummated in the next 60-90 days I will not ask you to invest additional amounts for your stock, *nor will I share your interest*

You agree that in the event of a stock sale an amount equal to 10% of all cash will be directed to be transferred to a reserve account to handle any future negative adjustments requiring payments to the Buyer, and any and all other reasonable expenses required in connection with our ownership of the company or the transaction with Centennial.

With regard to Tom Fiorita, he will receive from me, as a bonus, an amount equal to 3% of the "Net Sale Profits", as such sums are distributed, and from you an amount equal to 2% of net sale profits.

I have been very busy trying to move the transaction along for our mutual benefit. If you are agreeable to the above please sign where indicated below so that we can proceed.

Sincerely,

David W. Elkin
President